

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

JOSHUA H. JUMBO,

Plaintiff

v.

DOLGENCORP OF TEXAS, INC.;
DOLLAR GENERAL CORPORATION,

Defendants.

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Civil No. 4:15-cv-01451

MOTION FOR AGREED FINAL JUDGMENT

TO THE HONORABLE COURT:

Plaintiff Joshua H. Jumbo (“Plaintiff”) and Defendant Dolgencorp of Texas, Inc.¹ (“Defendant” or “Dollar General”) (collectively, the “Parties”) move for entry of an agreed final judgment.

1. Plaintiff filed his First Amended Complaint against Dollar General on January 27, 2016 alleging violations of Title VII and 42 U.S.C. § 1981 and asserting a claim for retaliation (Dkt. 16).

2. The large majority of Plaintiff’s claims were dismissed on summary judgment, with only one claim of retaliation surviving summary judgment. (Dkt. 45).

3. In an effort to resolve the single remaining claim, the Parties agreed to attend a settlement conference before the Honorable Frances H. Stacy. During the May 16, 2019 settlement conference, the Parties reached a settlement.

¹ Dolgencorp of Texas, Inc. was Plaintiff’s employer and thus, is the proper party Defendant in this case. To the extent Dollar General Corporation is deemed an appropriate party to this suit, or to the extent necessary and appropriate, Dollar General Corporation adopts all of Dolgencorp of Texas, Inc.’s pleadings.

4. Thereafter, the Parties entered into a formal settlement agreement on or around June 6, 2019 consistent with the agreement reached at the May 16, 2019 settlement conference. Additionally, on June 18, 2019, Dollar General funded the settlement pursuant to the terms of the confidential settlement agreement.

5. Accordingly, the Parties agree that Dollar General paid Plaintiff an amount pursuant to the terms of the confidential settlement agreement entered into between the Parties. The Parties further agree Plaintiff will dismiss *with prejudice* all claims asserted against Defendants Dolgencorp of Texas, Inc. and Dollar General Corporation. The Parties also agree that payment by Dollar General pursuant to the terms of the confidential settlement agreement does not constitute an admission of liability by Dollar General. Moreover, the Parties agree each side will bear their own fees and costs.

6. Therefore, the Parties respectfully request that the Court enter an order granting this Motion for Agreed Final Judgment, dismiss all claims asserted by Plaintiff against Defendants *with prejudice*, enter the Agreed Final Judgment being filed contemporaneously herewith, and grant such other and further relief to which they may be entitled.

Respectfully submitted on this 14th day of August 2019,

/s/Joshua Jumbo

Joshua Jumbo
1701 Jacquelyn Drive
Houston, Texas 77055
Telephone: 281.678.6848
joshuajumbo@ymail.com

PLAINTIFF, PRO SE

/s/Melissa M. Hensley

Joel S. Allen
Texas Bar No. 00795069
jallen@mcguirewoods.com
Melissa M. Hensley
Attorney-in-Charge
Texas Bar No. 00792578
S.D.T.X. Bar No. 24949
mhensley@mcguirewoods.com

McGuireWoods LLP
2000 McKinney Avenue, Suite 1400
Dallas, Texas 75201
Telephone: 214.932.6400
Facsimile: 214.932.6499

ATTORNEYS FOR DEFENDANTS